

California High-Speed Train Project



Draft Task Order

Date: December 6, 2012
Local Agency: Madera Irrigation District
Agreement No:
Task Order No: 1
Project Title: California High-Speed Rail Project
Description: CHSRP Interaction Removal or Relocation Plan

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Task Order No. 1

GENERAL

This Task Order supplements and amends the Construction Contract and Agreement. The purpose of this Task Order is to authorize MID Facility Work for the MID. Each Facility that requires relocation will be handled under a separate subtask of this Task Order.

WORK TO BE DONE

1 Agreement

This Task Order is issued in order to authorize MID Facility Work described herein. This Task Order does not express all of the terms and conditions relevant to MID Facility Work; accordingly, the Agreement and all of the provisions thereof are incorporated into this Task Order by this reference. Capitalized terms used but not identified in this Task Order shall have the definitions set forth in the Agreement. All attachments referenced in this Task Order are incorporated herein by such reference. All MID Facility Work shall be performed in accordance with the requirements of the Agreement and, in the event of any inconsistency between the provisions of this Task Order and the Agreement, the provisions of the Agreement shall prevail.

2 Scope of Work

MID Facility Work as defined in the definitions section of the Agreement is incorporated by reference. Each separate Facility that requires Relocation will be treated as a subtask to this Task Order.

2.1 Location and General Description of the Work Covered by this Task Order (Including Disposition of Existing Facilities):

The Authority's Contractor will furnish all labor, material, equipment and supervision required to complete the relocation of Facilities and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the Authority's office at 770 L St, Suite 800, Sacramento, CA 95814.

2.2 MID Facility Work to be Performed by Parties Pursuant to this Task Order:

The Authority's Contractor performs all design and construction services for MID Facility Work. The MID will review and approve Facility plans and be entitled to have a reasonable number of representatives on site of HST Project to verify that MID Facility Work is being properly performed by the Authority's Contractor and approve that MID Facility Work.



2.2.1 Subtask 1.01

Scope: Design, proper permits, construct bypass facilities, traffic control, dewatering and protect in place “Main Canal” located adjacent to SR 145 and the BNSF rail road track in Madera County. Caltrans vertical clearance requirements for MID maintenance roads on either side of canal are to be met.

Estimated Period of Performance:	<u>Duration of Project</u>
Estimated value of this MID Facility Work:	<u>\$240,000</u>

2.2.2 Subtask 1.02

Scope: Design, secure permits, construct bypass facilities, traffic control, dewatering and protect in place “Fresno River” in Madera County. New facilities are to be built to ensure that existing maintenance roads meet Caltrans vertical clearance requirements on either side of Fresno River.

Estimated Period of Performance:	<u>Duration of Project</u>
Estimated value of this MID Facility Work:	<u>\$240,000</u>

2.2.3 Subtask 1.03

Scope: Design, secure permits, construct bypass facilities, traffic control, dewatering and construct a bridge structure to allow HST to go over “Cottonwood Creek” in Madera County.

Estimated Period of Performance:	<u>12 Months</u>
Estimated value of this MID Facility Work:	<u>\$6,124,040</u>

2.2.4 Subtask 1.04

Scope: Design, secure permits, construct bypass facilities, traffic control, dewatering and relocate “Lateral 6.2-14.0” located between Ave 11 and Ave 10 in Madera County. Relocation includes backfilling existing canal, reconstructing turnouts (irrigation services), access roads and reconnecting turnouts to existing facilities. MID Facility Work is shown on Drawing “Task 1/Subtask 4&5, Lateral 6.2 – 14.0 at Ave 10”.

Estimated Period of Performance:	<u>12 Months</u>
Estimated value of this MID Facility Work:	<u>\$2,032,500</u>

2.2.5 Subtask 1.05

Scope: Design, secure permits, construct bypass facilities, traffic control, dewatering and relocate “Lateral 6.2 – 14.0” at Ave 10 proposed grade separation embankment. Automated



facilities may be required to counter access restrictions. MID Facility Work is shown on Drawing "Task 1/Subtask 4&5, Lateral 6.2 – 14.0 at Ave 10".

Estimated Period of Performance: 12 Months

Estimated value of this MID Facility Work: \$240,000

2.2.6 Subtask 1.06

Scope: Design, secure permits, construct bypass facilities, traffic control, dewatering and construct a box culvert to allow HST to go over "Lateral 6.2" between Ave 10 and Ave 9 in Madera County. MID Facility Work includes trash racks, automatic gate at head of lateral 6.2-14.0 located approximated 1,500 feet west of HST crossing and within lateral 6.2 just west of the lateral 6.2-14.0 head and check structure at SR99 entrance structure to counter access restrictions. MID Facility Work is shown on Drawing "Task 1/Subtask 6 – 6.2 at Ave 9 ½ - Option 1".

Estimated Period of Performance: 6 Months

Estimated value of this MID Facility Work: \$400,000

2.2.7 Subtask 1.07

Scope: Design, secure permits, construct bypass facilities, traffic control, dewatering and realign meter boxes at "Lateral 6.2-13.4" and turnouts at the Ave 9 and Road 32 intersection. Reconstruct check structure north of roadway right of way in kind, provide access roadway between right of way and check structure and reconstruct existing turnouts in kind (south of Ave 10 and east of HST, and south of Ave 10 and west of HST to wet well. MID Facility Work is shown on Drawing "Task 1/Subtask 7 – Lat 6.2 – 13.4 at Ave 9".

Estimated Period of Performance: 6 Months

Estimated value of this MID Facility Work: \$240,000

2.2.8 Subtask 1.08

Scope: Design, secure permits, construct bypass facilities, traffic control, dewatering and construct a box culvert to allow HST to go over "Lateral 6.2-9.2" near Ave 8 in Madera County. MID Facility Work includes trash racks and automatic gates to counter access restrictions. MID Facility Work is shown on Drawing "Task 1/Subtask 8 – Lat 6.2 - 9.2 at Ave 8".

Estimated Period of Performance: 6 Months

Estimated value of this MID Facility Work: \$400,000

2.2.9 Subtask 1.09

Scope: Design, secure permits, construct bypass facilities, traffic control, dewatering and relocate and replace irrigation FACILITIES to allow HST to go over "Lateral 6.2-9.2-5.0" near



Ave 7 in Madera County. MID Facility Work is shown on Drawing "Task 1/Subtask 9 – Lat 6.2 – 9.2 – 5.0 at Ave 7".

Estimated Period of Performance: 6 Months

Estimated value of this MID Facility Work: \$240,000

2.2.10 Subtask 1.10

Scope: AUTHORITY'S CONTRACTOR shall reimburse MID for all costs resulting from plan check review, permits, inspection and testing (inspection & testing in an oversight Quality Assurance capacity only). AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

Estimated Period of Performance: Duration of Project

Estimated value of this MID Facility Work: \$150,000

3 Project Schedule

Deadlines for the completion of MID Facility Work are provided for in the contract between the Authority and the Authority's Contractor.

3.1 Schedule for MID Facility Work (This Task Order Only)

The Authority's Contractor shall complete the design work in accordance with the schedule specified in this Task Order. The Authority's Contractor shall commence construction work only after acceptance of the final design for such work in accordance with Appendix A – Design Build Procedures of the Agreement. The Authority's Contractor must comply with or receive a written variance for applicable city and county laws, regulations, and ordinances including permitting, inspection processes, work hours regulations, traffic management plan, dust control and noise regulations.

Design:		Construction:	
Start Date:	June 2013	Start Date:	The permitted construction window is typically October 1 through February 22, however it is determined each year by the MID based on hydrologic conditions. An exception to the above construction window requirement



			can only occur by mutual agreement between Authority's Contractor and MID.
Completion Date:	December 2013	Completion Date:	February 2017

4 Performance of Work

4.1 Design

The design furnished by the Authority's Contractor pursuant to this Task Order shall be substantially in accordance with the Proposed Preliminary Design (see Appendix A – Design Build Procedures of the Agreement) and shall be consistent with 30% design submittal of the HST Project plans. All plans for MID Facility Work are subject to review by the Authority, the MID, and the Authority's Contractor, in accordance with the time frames and procedures set forth in Appendix A – Design Build Procedures of the Agreement.

By MID: The MID will review Facility plans and be entitled to have a reasonable number of representatives on site of HST Project to verify MID Facility Work is being properly performed by the Authority's Contractor.

By Authority's Contractor: The Authority's Contractor performs all design and construction services for MID Facility Work.

4.2 Construction

The Authority's Contractor will perform all the construction services for the MID Facility Work. The construction of MID Facility Work shall be performed substantially in accordance with the final Facility plans. Deviations from the final Facility plans may occur only in conformity with the Agreement.

5 Liability For Work

In accordance with section 3.11, "Liability for Work," of the Agreement, the MID and the Authority shall each be responsible for the cost of MID Facility Work as specified herein.

The total estimated cost for MID Facility Work is:

\$10,306,540

5.1 Cost Allocation

To be determined by Prior Rights.

6 Cost Estimate

The amounts stated herein are estimates of the costs associated with MID Facility Work. Authorized expenditures and reimbursements will be based on the terms of the Agreement.



6.1 For Work by MID

The MID's costs for MID Facility Work shall be developed pursuant to section 3.19, "Payment of Work," of the Agreement, and shall be performed in accordance with the procedures set forth in section 3, "Work to be Done" and Appendix A – Design Build Procedures of this Agreement.

6.2 For Work by Authority's Contractor

The Authority has prepared an initial cost estimate in the amount of \$10,306,540 for MID Facility Work included in this Task Order.

The Authority's Contractor shall prepare an independent cost estimate for MID Facility Work which shall be submitted for the Authority's approval. Such estimate will reflect appropriate estimated charges for Betterment and salvage value, if any. Upon approval, the parties shall revise this Task Order to incorporate the approved estimate.

7 Betterment, Accrued Depreciation, Salvage

The MID shall credit the Authority for the actual cost of any Betterment, salvage value, and accrued depreciation on the Facilities as required pursuant to the Agreement, and pay the the Authority's Contractor for the actual cost of any Betterment constructed by the Authority's Contractor.

MID Facility Work in this Task Order does not include any Betterment.

8 Billing and Payment

Billing and payment shall be in accordance with section 3.20, "Invoicing Procedures," of the Agreement.

9 Contacts

The contacts for this Task Order will be as follows:

MID: _____

Authority: _____

Authority's Contractor: _____

